

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

EMERALD INNOVATIONS, LLC)	CASE NO.1:05CV870
)	
Plaintiff,)	JUDGE CHRISTOPHER A. BOYKO
)	
Vs.)	
)	
ADAMS MFG., CORP.,)	ORDER
)	
Defendant.)	

CHRISTOPHER A. BOYKO, J:

This matter is before the Court on Defendant's Motion to Enforce Settlement Agreement (ECF Dkt#14). Because the terms of the Settlement Agreement expressly prohibit Plaintiff's use of the clip in question, the Court finds Plaintiff failed to comply with the letter of the Settlement Agreement in that it did "use" the proscribed clip at trade shows after signing the Settlement Agreement. Therefore, the Court grants Defendant's Motion to Enforce the Settlement Agreement, in part, and Orders Plaintiff to cease and desist using the clip at subsequent trade shows and to comply with the terms of the Settlement Agreement.

The parties do not dispute the terms of the Settlement Agreement, nor do they dispute the disputed clip was displayed at one or two trade shows after the signing of the Settlement

Agreement. The Settlement Agreement is silent as to damages awarded as a result of any breach. Furthermore, Plaintiff has not moved the Court to find a breach of contract but merely to enforce the settlement agreement. Finally, the Court finds the use of the clip by Plaintiff did not rise to the level of damages sought by Defendant. Therefore, the Court enjoins Plaintiff from further use of the clip, offering the clip for sale and awards Defendant fees associated with the filing of the Motion to Enforce Settlement. Defendant shall File a Motion for Fees with the Court and shall attach an itemized list of expenses incurred in furtherance of its Motion to Enforce Settlement, supported by affidavit. Plaintiff shall have two weeks from the date of Defendants submission of its Motion for Fees to file an objection.

IT IS SO ORDERED.

Date

11/21/06

Christopher A. Boyko
CHRISTOPHER A. BOYKO
United States District Judge